

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant 2. Registration No.

Grey Entertainment & Media Inc.

4473

3. Name of foreign principal 4. Principal address of foreign principal
Barbados Board of Tourism P.O. Box 242
Bridgetown, Barbados, WI

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state: N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: N/A

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Fund organized to promote tourism to Barbados.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Barbados Board of Tourism is funded by the Government of Barbados.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

2/19/91

Name and Title

Louise Marazzi

VP & Managing Supervisor

Signature

Louise Marazzi

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Grey Entertainment & Media Inc.	Barbados Board of Tourism

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advertising services including creating, planning and placing advertising for Barbados Board of Tourism.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(AS OUTLINED IN AGREEMENT)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
Yes ☐ No ☒

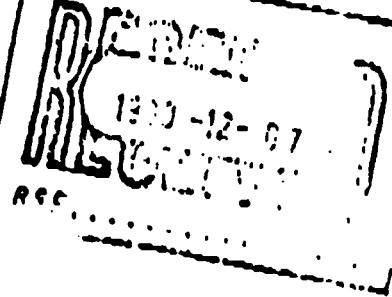
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
2/19/91	Louise Marazzi VP & Managing Supervisor	<i>Louise Marazzi</i>

'Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**GREY
ENTERTAINMENT &
MEDIA**

July 1, 1990



Mr. Cleverdon F. Mayers, Chairman
Barbados Board of Tourism
P. O. Box 242
Bridgetown, Barbados, W.I.

GEM

Grey Entertainment & Media Inc.
875 Third Avenue
New York, NY 10022
212 303-2400

Gentlemen:

This letter will confirm our appointment as your advertising agency and will set forth our mutual understanding as to the basis upon which we will act.

1. SERVICES.

We will devote our best efforts to further your interests and endeavor in every proper way to make your advertising successful. We will study your business, prepare advertising plans, create and place the advertising, and provide such other services as may be necessary to achieve a completely integrated advertising and merchandising program. We will render all the services customarily performed by a full service advertising agency.

2. PRODUCTS.

It is understood that you hereby appoint us the exclusive advertising agency for Barbados Board of Tourism within the U.S.A.

You agree to place all advertising for said products or services, in the U.S.A. during the term of this agreement, through us.

3. COMPENSATION.

In consideration of the services to be performed by us, you will compensate us in accordance with the following standard practices:

(a) Media Advertising - Space and Time

- (i) For all media allowing an agency commission of 15%, we will bill you at the negotiated gross rates (which includes agency commission).

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GREY**(b) Art Work, Production, Talent, Testimonials, Releases, etc.**

You will be billed for the following items purchased for you from unaffiliated suppliers at our cost, or prepared for you by us or our affiliates at our published rates, plus 17.65%.

- (i) Art work (such as layouts, storyboards, semi-comprehensives, comprehensives, finished art) and mechanical production (photographs, photostats, typesetting and proofs, engraving, electrotypes, mats, mechanicals, printing and similar items).
- (ii) Talent and production costs for radio and television programs and commercials, network integration and color charges, motion pictures, slides and slide films, tape-to-tape conversions, testimonials and the right to use names and/or likenesses of individuals and copyrighted material, jingles, musical arrangements and productions, recordings, special writers, production supervision, kinescopes, films, video tapes, taping (or other photo reproduction work), auditioning, storage of prints or tapes, and studio facilities.

(c) Charges for Special Services Performed By Us

In addition to those services customarily performed in the handling of your advertising, the following services are also available to you at your request, and our compensation will be determined by mutual agreement, prior to undertaking such work:

- (i) Creation and production of collateral, merchandising and other sales promotional material.
- (ii) Product development and line extension advice.
- (iii) Direct marketing services.
- (iv) Publicity and public relations services.
- (v) Design recommendations.
- (vi) Product or market research or other special research assignments.
- (vii) Telephone directory advertising.

(d) Non-Grey Placed Advertising

For advertising created by us, but not placed by us (e.g. cooperative or retail advertising) the agency shall receive a commission of 5% of gross media billings, as they relate specifically to the Board's contribution to such billings.

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(e) In-House Casting: Talent Residuals

Our fee for in-house casting of talent and/or processing of talent residuals will be determined by mutual agreement, prior to undertaking such work.

(f) Out-of-Pocket Expenses

The following items will be billed to you at net cost:

(i) Travel:

For transportation, accommodations, etc. for trips authorized by you.

(ii) Packing, Shipping, Delivery and Communications:

All expenses incurred in connection with forwarding advertising material on your behalf (engravings, mats, television prints, radio recordings), extensive media cancellations and special telephone, telegraph, telex, cable, messenger and postage charges incurred to provide you with special information, or to meet emergency situations for which we are not responsible, but not including postage on communications and related materials mailed to your main office.

(iii) Taxes:

Sales and use taxes and payroll taxes.

(g) Payments and Cash Discounts

In accordance with the generally recognized principle that an agency is not required to finance the advertising or activities of its clients, it is understood:

(i) You will pay all media billings directly to the media in accordance with such terms and conditions as you establish directly with such media. You shall indemnify and hold us harmless from any and all claims by any media for any amounts due or claimed-due from you for the purchase of media.

(ii) All invoices for agency fees and commissions are payable within 30 days after receipt by you.

(iii) Cash discounts received by us from production suppliers will be allowed to you provided payment is received by us within 30 days.

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- (iv) We retain the right to set reasonable credit terms and to change them as circumstances might dictate.

(h) Billing Procedures

Production costs will be billed to you based on estimates. These invoices will be adjusted to actual expenditures after suppliers have been paid.

4. GENERAL PROCEDURES.

- (a) Estimates of cost will be submitted to you for your approval before commitments are made by us covering costs and services.
- (b) You reserve the right, in your own best interests to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions. In turn you agree:
 - (i) to assume our liability for all such commitments;
 - (ii) to pay us, in accordance with the provisions of this agreement, any and all proper charges earned and incurred by us in connection with such work up to the time of its discontinuance, cancellation, or modification;
 - (iii) to indemnify us for all claims and actions by third parties for damages in consequence of our carrying out your instructions, except to the extent of our negligence.
- (c) All advertisements, copy, layouts, scripts, commercials, art work, photographs, designs, or other materials or documents prepared, purchased, or furnished by us on your account and at your expense, and produced and published or broadcast during the term hereof, become your property, as between you and us, with right of copyright, and shall be preserved for delivery to you upon request.
- (d) We will maintain the confidential nature of marketing data you entrust to us through strict control of its distribution and use. We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of any of such property. Unless specifically requested before the release of an advertisement, you understand we are not responsible for the return of engravings after their use in publications.

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- (e) We will endeavor to the best of our ability to guard against any loss to you through failure of media or suppliers to execute properly their commitments but we shall not be held responsible for any failure on their part.
- (f) We will verify all media invoices by obtaining from the media, tear sheets of space advertising, station affidavits or similar proof of performance of radio and television time and we will confirm the accuracy of all media charges within 10 days of receipt. Upon reasonable notice, we will make our files and records pertaining to the above material available to you for examination.
- (g) You will indemnify us against any loss and/or expense we may incur as the result of any claim, suit or proceeding made or brought against us, or in which we are asked to participate, based upon any advertising or publicity which we prepared or placed for you and which you approved before its production, broadcast or publication, as well as for claims or suits arising out of the nature or use of your products or services. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your dealers or by anyone else, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the production of commercials. We will indemnify you against any claim, suit or proceeding brought against you, arising out of our breach of our obligations hereunder.
- (h) We or our designee will be considered the employer of all talent used in radio and television commercials, as such, we will be responsible for the payment, processing and reporting of all payroll taxes to the applicable governmental agencies, although such will be billed to you pursuant to paragraph 3(f)(iii) above.

5. TERM AND TERMINATION OF AGREEMENT.

- (a) This agreement shall be considered in effect as of July 1, 1990 and shall remain in full force for a minimum period of one year from that date. It will continue in effect for successive periods of one year subject to cancellation by either party by giving 90 days' written notice in advance of the expiration date of any twelve month period.
- (b) Our duties, responsibilities and rights shall continue in full force during the period of notice of termination.

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- (c) Upon termination of this agreement, you are to pay for all authorized work in process, at cost, plus our regular commission, and you shall assume our liability under and indemnify us with respect to all outstanding contracts made in your behalf and authorized by you subject to the limitations set forth above.
- (d) We shall transfer, assign and make available to you or your representative all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.
- (e) We shall not be entitled to commissions or compensation with respect to space, time, facilities, material, or services as to advertising published, broadcast, or otherwise used in media after the termination date of this agreement, except (i) as to such advertising prepared by us and previously approved and authorized by you to be placed with named media for publication in specified issues or for broadcast or presentation on specified dates where a substantial part of such material has actually been completed by us, approved by you, and delivered to the media for publication or readied for broadcast or presentation, or (ii) where print media has closed or where broadcast media has run.

We are pleased and happy to be associated with your organization and look forward to a mutually productive and enjoyable relationship.

If you will sign one of the enclosed copies and return it to us, it will serve as an acceptance of the terms of this agreement.

Very truly yours,

GREY ENTERTAINMENT & MEDIA INC.

By: 

Agreed to and Accepted by:

BARBADOS BOARD OF TOURISM

By: 

CLEVEDON MAYERS
CHAIRMAN

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BARBADOS BOARD OF TOURISM

By: 

PATRICIA NEHAUL
DIRECTOR OF TOURISM